



SCHÜTTLER BACH GERMAN SHEPHERDS

Terms and Conditions of Sale

First Name _____ Last Name _____
Address _____
Home Phone _____ Cell Phone _____ E-mail _____ Litter: _____
Price \$ _____ Puppy Gender: _____ Date of Birth ____/____/____ Date of Transfer ____/____/____
Microchip Number _____ AKC Number _____ Limited / Full

A \$300 holding fee is required in order to hold a puppy. Absolutely no cash refunds will be given for any reason. Holding fees are non-refundable. No exceptions. **All puppies must be paid in full by 5 weeks of age, including shipping if applicable.** If full payment is not made in full by this time, the Seller reserves the right to again make the puppy available for sale. Holding fees may be transferred to another litter at discretion of the Seller. Notice has to be given to the Seller in writing by the time the puppy is 4 weeks of age if requesting to transfer holding fee to future litter. Otherwise it is non-transferable and considered liquidated damages for not allowing the Seller ample time to have placed the puppy within a reasonable time period. If for any reason a puppy remains after 8 weeks of age because a buyer cannot accommodate a shipping / delivery / or pick up date set forth, boarding fees at a rate of 30.00 per day will be charged. **Buyers Initials _____**

Shipping costs are not included in the cost of the puppy and are calculated separately. Shipping costs are the responsibility of the buyer. Shipping cost of puppy with crate is typically \$475. Call or email me for a price quote. If arrangements for shipping are not satisfied upon the agreed dates, the puppy will be considered abandoned. Seller reserves the right to then re-sell the puppy and any remaining balance/funds received will be forfeited as deemed necessary by the Seller as liquidated damages. No refunds will be given for any reason. If the Buyer requests to transfer his/her holding fee, only one transfer will be permitted per fee paid, and must be used on the next available litter. **Buyers Initials _____**

Cash, personal checks, cashier's checks, or postal money orders will be accepted for deposits. A returned check fee of \$100 will be applied to all returned checks and added to the balance owed on the puppy. Final payments must be made in CASH if paying at time of pick up. **Buyers Initials _____**

1. The puppy will have had first vaccine and will be wormed and micro-chipped. The original medical record will be provided for your puppy. As of the date the Buyer receives the puppy, the puppy is guaranteed to be in good health and free of communicable diseases. The Buyer has 48 hours within acceptance/delivery of the puppy, to have the puppy examined at their own expense by a licensed veterinarian. Failure to do so will render this warranty void. Any claims must be made available to the Seller in writing within 24 hours of vet visit. Verification by a signed copy of a veterinary statement and proof of records will be required for any claims made against the health of the puppy. All veterinary records will be made available to the Seller in such an event. **Buyer's Initials _____**



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2. The puppy will be free of crippling canine genetic hip dysplasia for the first year of life. Genetic crippling canine hip dysplasia is present within the first 12 months of age and can be seen by x-rays. Genetic canine hip dysplasia will be present in both hips and not just one. Subluxation or unilateral H/D (present in one hip only) is not warranted as this may be a result of injury, dietary deficiency, too much time left in a crate lying on one side, and overexertion during pertinent puppy raising time and development, which is the responsibility of the owner, and not the fault of genetics or the Seller. The puppy's hips must be x-rayed by a licensed or certified orthopedic veterinarian who is skilled at producing and positioning views for OFA evaluations at one year of age. X-rays taken or submitted before 12 months from the date of birth will not be a consideration. The preliminary films must be dated and submitted to OFA at one year of age and within 30 days from the one-year date of birth on your AKC certificate. A duplicate copy of the x-ray on a CD disc or duplicate film will be submitted to the Seller by mail in addition to OFA. Dysplasia caused by obesity, dietary deficiency, raw feeding, over exertion and other preventable reason also mentioned above is not warranted. Replacements on any puppy who is sold on either a limited or full registration is limited to one replacement puppy of equal value, per original sales agreement, of the Seller's choice and from the soonest available litter. If the hips do not certify as excellent, good, or fair, by the above terms and conditions of the hip warranty coverage and no other film is required by OFA, a puppy from a subsequent litter, of Seller's choice and equal value will be made available to the Buyer. The Buyer will provide to the Seller proof of spay/neuter prior to receiving a replacement puppy. We do not require that you return your puppy, only proof of spay or neuter within 30 days of your dated letter of OFA results and return of AKC paperwork. Any puppy sold on at a reduced price will be replaced only at half of the original value, and only if a signed hip warranty was given at the time of sale. The Buyer will be responsible for any differences in the price of the replacement puppy from any litter above this amount. **Buyer's Initials** _____

3. All Schüttler Bach puppies are microchip implanted free of charge prior to leaving our facility. The Buyer agrees to complete the provided Microchip Registration Enrollment Application form on the day of pick up and to provide the Seller with a check made out to register the microchip. The Seller will mail in the microchip registration for the Buyer.

Buyer's Initials _____

4. If a dog that is subject to this contract is bred and becomes pregnant prior to 24 months of age and/or without OFA Certification, this contract becomes null and void. If the dog is spayed or neutered before 24 months of age the hip warranty is null and void. Spaying and neutering before 24 months of age does not allow the animal to reach full gender development affecting the hormone levels needed and may lead to the improper growth and development of healthy hips and joints.

Buyer's Initials _____

5. NO WARRANTIES ARE GIVEN FOR THE TEMPERAMENT OR THE FITNESS OF THE ANIMAL FOR ANY SPECIFIC INTENDED PURPOSES. **Buyer's Initials** _____

6. Reproductive development and capability is not warranted, including descended testicles. Simple umbilical hernias will also not be warranted as it does not constitute a health concern. **Buyer's Initials** _____

7. This contract applies to the original purchaser and is non-transferable. **Buyer's Initials** _____



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8. If the puppy/dog that is the subject of this contract ever shows evidence of neglect or abuse at any time during its life, ownership and title to said puppy/dog will revert immediately to the Seller. Abuse and neglect will be determined by governing agencies i.e., law enforcement or animal control agencies. In the event Buyer can no longer keep the puppy/dog, the Seller will be notified and has first right of refusal with no monetary reimbursement to Buyer. This puppy/dog in its lifetime will never be given away or sold without first contacting the Seller. The puppy will never in its lifetime be relinquished to an animal shelter, Humane Society, dog pound, or animal rescue facility, or any other type of animal relinquishment facility for any reason. In the event Buyer does not comply with this agreement the Seller may be awarded up to the original purchase price of the animal in addition to the cost of recovery of the animal, including legal fees, and transportation expenses.

Full Signature of Buyer Required _____ **Date** ___/___/___

9. The Buyer is responsible for all costs of shipping and/or transportation including but not limited to crate, health certificates, airfare, and transportation to and from Schüttler Bach. This applies to either the original purchase, or a replacement puppy.

Buyer's Initials _____

10. The Buyer agrees any puppy or dog purchased from Schüttler Bach will never be tied out or traveled in any way in the open back of the vehicle or bed of a truck. Buyer is aware that any such act will be considered animal cruelty and willful endangerment, and will result in prosecution by governing agencies. **Buyer's Initials** _____

11. The Buyer hereby releases the Seller from any and all liability arising out of the sale, raising, or training of the above-mentioned puppy/dog. The Buyer further expressly agrees to indemnify and hold harmless the Seller with respect to any alleged liability or liabilities that the Seller may be charged with including the tendering of defense to the Seller, by the purchaser in the event litigation by reason of the activities raising or training of the dog/puppy. **Buyer's Initials** _____

12. The Buyer agrees the puppy will be registered in accordance to the German standard, that being the use of the litter letter for the first name and *vom Schüttler Bach* at the end. This name will be submitted in all entries to any clubs or organizations, and for recognition of titles received. The Buyer agrees to provide the Seller with a check written out to AKC in the current amount for registration of a puppy at the time of pick up. The Seller will register the puppy/dog for the Buyer and registration forms will be mailed directly from AKC to the Buyer. **Buyer's Initials** _____

13. ANY AND/OR ALL CONTROVERSIES AND OR DISPUTES ARISING UNDER THIS CONTRACT ARE SUBJECT SOLELY AND EXCLUSIVELY TO THE LAWS OF THE STATE OF FLORIDA. **Buyer's Initials** _____

14. The buyer agrees to feed the puppy NuVet Plus supplements for a minimum of the first 24 months of life. These supplements must be purchased on the Seller's website at www.SchuttlerBach.com or by calling 1(800)474-7044. If purchasing by phone, you will need to provide code # 4606558. The Seller is notified by NuVet when orders are made so that the Seller may monitor compliance to this signed agreement. **Buyer's Initials** _____



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15. Addendum if Any: _____

16. This contract is agreed upon by both Buyer and Seller and both will retain a copy for his/her records at the time of final sale. THE BUYER HAS READ ALL OF THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE ABOVE PROVISIONS, AND ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT. **Buyer's Initials** _____

I have read and understand all of the foregoing sections numbered 1-16 of this Agreement. I agree to be bound by the signature I affix below.

Buyer Print Name _____

Buyer Signature _____

Date ____/____/____

Seller: Heather Muzzey

Seller Signature _____

Date ____/____/____